



Disability Services Classroom Accommodations

Date: 1/13/2016

Semester: *SPRING*Calendar Year: *Fall 2015 to Summer 2016***STUDENT INFORMATION:**

Student ID 7326786

First Name: *Michael*Last Name: *Moates*

The above named student is enrolled in your course. She/he has been identified as a student with a disability who qualifies for support services as outlined in the federal guidelines of: Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; and the ADAA of 2009. This student's disability will require some accommodation(s). The accommodation(s) is to help the student compensate for his/her disability, not to provide an unfair advantage or change course requirements. The accommodation(s) that will be needed are listed below:

Disability Services Representative: *Kristin Lue King*

Phone: 832-813-6633

E-mail: *Kristin.A.LueKing@lonestar.edu***ACCOMMODATIONS - Assessment**

- No penalty for spelling errors (Exception: Where such skills are factors that the assessment purports to measure)
- Extended time for exams and in-class assignments at double time (with the option of going to the Testing Center for students at or near a campus)
- Use of supplementary aid on exams and quizzes - standard English dictionary. (Exception: Where such skills are factors that the assessment purports to measure)
- Speech to text software
-
-

ACCOMMODATIONS - Assistive Technology

- Speech to text software
-
-
-
-

ACCOMMODATIONS - Classroom Instruction

-
-

ACCOMMODATIONS - Classroom Environment

-

ACCOMMODATIONS - Interpreting and Captioning

-

ACCOMMODATIONS - Other

- Additional accommodation:

Instructors, please refrain from deducting points for spelling, grammar, and sentence structure, except when these are the skills that the activity purports to measure.

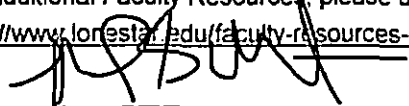
Frequent check-in calls or meetings between student and instructor.

Students should request alternative formatting for textbooks (including audio books) from the Assistive Technology Lab. However, the instructor may be responsible for providing enlarged print/additional printed material (i.e. PowerPoint presentations, handouts). Students should consult with instructor regarding specific needs. You and the student should meet to discuss the course requirements and accommodation(s). Should any revisions need to be made, please contact the named counselor listed above. These services commence from the time the student submits the form to the instructor. They are not retroactive.
Instructor, please review, sign and date this form and return to the counselor indicated below:

Authorized Rep/Room: *Kristin Lue King - System Office, The Woodlands*

For a list of additional Faculty Resources, please use the following website link:

<http://www.lonestar.edu/faculty-resources-disability.htm>

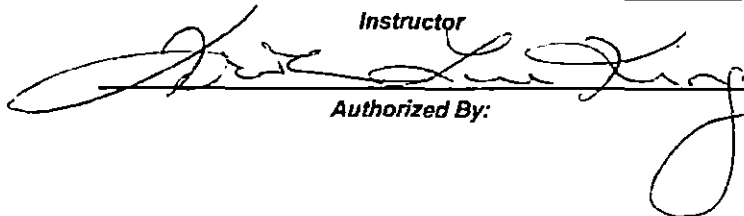


1/20/2016

Student

Date

Instructor



Authorized By:

Date

1/19/2016

Date

Michael Moates (Student)

Michael Moates <michaelsmoates@gmail.com>

Wed 1/20/2016 6:01 AM

To: Filoteo, Janie <Janie.Filoteo@lonestar.edu>;

Cc: Hansen, Iris D <Iris.D.Hansen@lonestar.edu>;

 1 attachment

Moates_AccdLtr_Rev1-2016.pdf;

Good Morning Dr. Filoteo,

My name is Michael Moates and I am one of your students in your Sociology: 1301: Principles of Sociology course. The section number is 3010. I wanted to set up a three-way conference call with you and with Iris Hansen who is the manager of disability services to go over my accommodations and how they will work in this class. I've had some issues with my accommodations since I've been here at Lone Star and I feel very comfortable working with Iris and you to put my accommodations in place and to make sure that they are both reasonable for you and me. I am expecting that this call would probably take around 30 minutes just to understand my accommodations and to also make sure that you feel like they are fair for your course.

I also wanted you to have some background on me. For most instructors they won't understand everything as much as I feel you will. I am currently working on my associates degree and after I finish I plan to go to Tarleton State University and pursue my Bachelors of Science in Psychology with a minor in criminal justice. My passion for psychology comes from my life experiences growing up I was diagnosed with ODD, Dysgraphia, and ADHD. As you can imagine these are all things that I've struggled with in my life. I want help people who grow up and have psychological disorders and use my life experiences to be able to help them. I still push myself every day to challenge myself and at the beginning of my college experience I didn't even use my disability services as an option before coming to lone star to try and see if I could do without it but it is something that I need and I want to continue to challenge myself.

One of the things I was going to ask you to consider is that I was looking at our assignment "The story of me" and I would like to do that and be completely honest but I don't want to share certain background of my life and I'm wondering if I can submit that to you directly without putting it where the other students can see it. The reason behind this is because as you can see above there a lot of things that I'm passionate about because of life experience but I don't necessarily want the other students knowing it.

I have attached a copy of my most recent updated accommodation sheet. If you wouldn't mind reviewing it before we set up a call and go over it I would really appreciate it. I really do appreciate your time and know that it's valuable.

Respectfully,

Michael Moates



Disability Services Classroom Accommodations

Date: 1/13/2016

Semester: SPRING

Calendar Year: Fall 2015 to Summer 2016

STUDENT INFORMATION:

Student ID 7326786

First Name: Michael

Last Name: Moates

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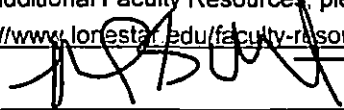
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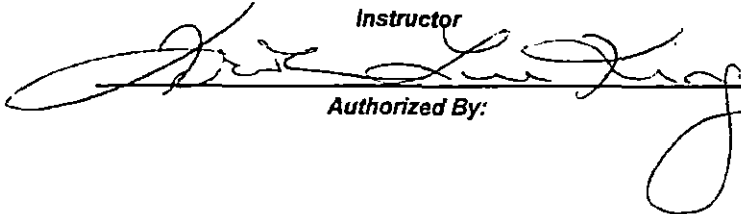


1/20/2016

Student

Date

Instructor



Date

1/19/2016

Authorized By:

Date

Dassey, Valentina

From: Riethmayer, Beverly J
Sent: Thursday, December 15, 2016 4:45 PM
To: Wright, Quentin A
Subject: FW: Michael Moates (Student)

-----Original Message-----

From: Filoteo, Janie
Sent: Wednesday, January 20, 2016 7:25 AM
To: Michael Moates gmail <michaelsmoates@gmail.com>
Cc: Hansen, Iris D <Iris.D.Hansen@lonestar.edu>; Riethmayer, Beverly J <Jill.Riethmayer@lonestar.edu>
Subject: Re: Michael Moates (Student)

Hello Mr. Moates:

I have no problem discussing your needs with Ms. Hansen. However, I will say I am not on campus everyday and have a very specific schedule so finding a time may be a little difficult.

I am available today, Jan 20th at 1:30 pm, Fri the 22nd at 2pm, Mon the 25th at 1pm, and Tuesday the 26th anytime from 10 am - 2pm.

Please let me know when I should be in my office awaiting you and your counselor's call.

However, I will ask you to consider whether this class is the best sociology course for you because of the nature of my style of teaching.

It is never my intent to make a student feel uncomfortable with what they share with a class. It is my goal always to make sociology meaningful and to make it come alive for students. One way I feel I can accomplish this is to contextualize the course materials by having students apply it in their own lives and to share how others have applied it as well.

While I can accept this assignment, EC1, individually without posting it publicly, if you choose to do this on every assignment that requires you to interact with fellow classmates, I am afraid this will defeat the purpose of building community and rapport with your fellow classmates. The goal is not to build community and rapport with me but with your fellow colleagues.

Some of these assignments will have points awarded for this interaction and thus would not be able to make this exception in each assignment

Below are just some of the questions that I am asking to give you an example of some other things you will be encountering as part of discussions/reflections/or exercises in this course.

In the first discussion alone these are some of the things I am asking:

After watching the video, answer the following question: Is there any event in the video that you think will affect your life after college? If so, explain which one/s and how. If not, explain why you don't think any of the events will affect your life after college.

Task 4

Next, your task in this assignment is to apply the sociological imagination to your college choice. Identify the social forces (e.g. family, friends, school, and the media) that you believe had the most influence on your decision. How did they influence your decision? Write at least a paragraph where you think about not only the questions above but also the following questions:

Does going to college for you continue a trend in your family, or are you one of the first to go to college?
Did your high school set expectations for students to go to college or not?
What kind of work do you envision yourself doing when you finish school?
If you were not in college, what would you be doing?
Would you work in the same kind of jobs as other family members? Why or why not?

Task 5

After reading the blog post, "Sociological Imagination: College Enrollment in Context" and reflecting on this assignment, write a three to five sentence reaction to the post.

In the second discussion I am asking this:

Define, in your own words, and give an example of ethnocentrism (as defined on page 36 of the Henslin text) from your own experience as either a target or a perpetrator of it. Be sure to state which. **

Respond to at least two other classmates. One response must include a question and one response must include why you disagree with any or all of the points made in their assessment. Up to 10 points will be awarded for each response depending on the overall quality of the response.

In one of the upcoming exercises I am asking this:

X4. Role Conflict/Strain

Describe a time where you have experienced role conflict and/or role strain. What do you think would have helped in this situation?

These are just some examples and there are others as the semester progresses of course.

Again, it is never my goal to make a student feel uncomfortable but I would ask you to consider whether you are comfortable being in a course that asks you to incorporate the course materials in your own world and to share this with your classmates. Other courses may have a different style of teaching where you are not having to share in this manner.

To reiterate, if you are choosing to stay in this course, I am happy to discuss any accommodations with your counselor. Please let me know when I should make myself available to await your call.

Because this course takes a three credit hour course in only an eight week time frame, I am hoping we can talk sooner rather than later since this course moves incredibly quickly.

Thank you,
Dr. Filoteo

Janie Filoteo, PhD
Professor of Sociology
Lone Star College-Tomball
(281) 357-3683
Office: S204D

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Wednesday, January 20, 2016 6:00 AM
To: Filoteo, Janie
Cc: Hansen, Iris D
Subject: Michael Moates (Student)

Good Morning Dr. Filoteo,

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Respectfully,

Michael Moates

Re: Michael Moates (Student)

Michael Moates <michaelsmoates@gmail.com>

Wed 1/20/2016 8:12 AM

To: Filoteo, Janie <Janie.Filoteo@lonestar.edu>;

Cc: Hansen, Iris D <Iris.D.Hansen@lonestar.edu>;

Thank you for your quick response. Iris is going to setup a call me number so we can conference today at 1:30 and she will be emailing it to both of us. I look forward to talking to you.

Respectfully,

Michael Moates

> On Jan 20, 2016, at 7:25 AM, Filoteo, Janie <Janie.Filoteo@lonestar.edu> wrote:

>

> Hello Mr. Moates:

>

> I have no problem discussing your needs with Ms. Hansen. However, I will say I am not on campus everyday and have a very specific schedule so finding a time may be a little difficult.

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> Task 4

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> Did your high school set expectations for students to go to college or not?

> What kind of work do you envision yourself doing when you finish school?

> If you were not in college, what would you be doing?

> Would you work in the same kind of jobs as other family members? Why or why not?

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> Task 5

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Office: S204D

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Sent: Wednesday, January 20, 2016 6:00 AM
To: Filoteo, Janie
Cc: Hansen, Iris D
Subject: Michael Moates (Student)

Good Morning Dr. Filoteo,

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Dassey, Valentina

From: Riethmayer, Beverly J
Sent: Thursday, December 15, 2016 4:46 PM
To: Wright, Quentin A
Subject: FW: Michael Moates (Student)
Attachments: 1301_SP8WK1_2016_DL.pdf

-----Original Message-----

From: Filoteo, Janie
Sent: Wednesday, January 20, 2016 9:27 AM
To: Hansen, Iris D <Iris.D.Hansen@lonestar.edu>; Michael Moates gmail <michaelsmoates@gmail.com>
Cc: Riethmayer, Beverly J <Jill.Riethmayer@lonestar.edu>
Subject: RE: Michael Moates (Student)

Hello Ms. Hansen -

I wanted to give you a copy of the syllabus for this course before our call today.

Thanks,
Janie

Janie Filoteo, PhD
Professor of Sociology
Lone Star College-Tomball
30555 Tomball Parkway
Tomball, TX 77375
Office: S204D
(281) 357-3683

-----Original Message-----

From: Hansen, Iris D
Sent: Wednesday, January 20, 2016 9:06 AM
To: Filoteo, Janie; Michael Moates gmail
Cc: Riethmayer, Beverly J
Subject: RE: Michael Moates (Student)

Good Morning,

After reading your emails and speaking with Michael this morning, I have requested a "call me" number as listed below.

This should allow us to have a half hour conference call to have a conversation about Michael's accommodations in your online class.

January 20 at 1:30 pm – 290-5921 for initiating/inside LSC participants. 281-290-5921 for anyone dialing in from outside our system.

I appreciate your time and look forward to speaking with you.

Iris

-----Original Message-----

From: Filoteo, Janie

Sent: Wednesday, January 20, 2016 7:25 AM

To: Michael Moates gmail

Cc: Hansen, Iris D; Riethmayer, Beverly J

Subject: Re: Michael Moates (Student)

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Good Morning Dr. Filoteo,

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I also wanted you to have some background on me. For most instructors they won't understand everything as much as I feel you will. I am currently working on my associates degree and after I finish I plan to go to Tarleton State University and pursue my Bachelors of Science in Psychology with a minor in criminal justice. My passion for psychology comes from my life experiences growing up I was diagnosed with ODD, Dysgraphia, and ADHD. As you can imagine these are all things that I've struggled with in my life. I want help people who grow up and have psychological disorders and use my life experiences to be able to help them. I still push myself every day to challenge myself and at the beginning of my college experience I didn't even use my disability services as an option before coming to lone star to try and see if I could do without it but it is something that I need an I want to continue to challenge myself.

One of the things I was going to ask you to consider is that I was looking at our assignment "The story of me" and I would like to do that and be completely honest but I don't want to share certain background of my life and I'm wondering if I can submit that to you directly without putting it where the other students can see it. The reason behind this is because as you can see above there a lot of things that I'm passionate about because of life experience but I don't necessarily want the other students knowing it.

I have attached a copy of my most recent updated accommodation sheet. If you wouldn't mind reviewing it before we set up a call and go over it I would really appreciate it. I really do appreciate your time and know that it's valuable.

Respectfully,

Michael Moates

Dassey, Valentina

From: Riethmayer, Beverly J
Sent: Thursday, December 15, 2016 4:47 PM
To: Wright, Quentin A
Subject: FW: Michael Moates (Student)

-----Original Message-----

From: Hansen, Iris D
Sent: Wednesday, January 20, 2016 10:22 AM
To: Filoteo, Janie <Janie.Filoteo@lonestar.edu>; Michael Moates gmail <michaelsmoates@gmail.com>
Cc: Riethmayer, Beverly J <Jill.Riethmayer@lonestar.edu>
Subject: RE: Michael Moates (Student)

Thanks so much! How thoughtful. Iris

-----Original Message-----

From: Filoteo, Janie
Sent: Wednesday, January 20, 2016 9:27 AM
To: Hansen, Iris D; Michael Moates gmail
Cc: Riethmayer, Beverly J
Subject: RE: Michael Moates (Student)

Hello Ms. Hansen -

I wanted to give you a copy of the syllabus for this course before our call today.

Thanks,
Janie

Janie Filoteo, PhD
Professor of Sociology
Lone Star College-Tomball
30555 Tomball Parkway
Tomball, TX 77375
Office: S204D
(281) 357-3683

-----Original Message-----

From: Hansen, Iris D
Sent: Wednesday, January 20, 2016 9:06 AM
To: Filoteo, Janie; Michael Moates gmail
Cc: Riethmayer, Beverly J
Subject: RE: Michael Moates (Student)

Good Morning,

After reading your emails and speaking with Michael this morning, I have requested a "call me" number as listed below.

This should allow us to have a half hour conference call to have a conversation about Michael's accommodations in your online class.

January 20 at 1:30 pm – 290-5921 for initiating/inside LSC participants. 281-290-5921 for anyone dialing in from outside our system.

I appreciate your time and look forward to speaking with you.

Iris

-----Original Message-----

From: Filoteo, Janie

Sent: Wednesday, January 20, 2016 7:25 AM

To: Michael Moates gmail

Cc: Hansen, Iris D; Riethmayer, Beverly J

Subject: Re: Michael Moates (Student)

Hello Mr. Moates:

I have no problem discussing your needs with Ms. Hansen. However, I will say I am not on campus everyday and have a very specific schedule so finding a time may be a little difficult.

I am available today, Jan 20th at 1:30 pm, Fri the 22nd at 2pm, Mon the 25th at 1pm, and Tuesday the 26th anytime from 10 am - 2pm.

Please let me know when I should be in my office awaiting you and your counselor's call.

However, I will ask you to consider whether this class is the best sociology course for you because of the nature of my style of teaching.

It is never my intent to make a student feel uncomfortable with what they share with a class. It is my goal always to make sociology meaningful and to make it come alive for students. One way I feel I can accomplish this is to contextualize the course materials by having students apply it in their own lives and to share how others have applied it as well.

While I can accept this assignment, EC1, individually without posting it publicly, if you choose to do this on every assignment that requires you to interact with fellow classmates, I am afraid this will defeat the purpose of building community and rapport with your fellow classmates. The goal is not to build community and rapport with me but with your fellow colleagues.

Some of these assignments will have points awarded for this interaction and thus would not be able to make this exception in each assignment

Below are just some of the questions that I am asking to give you an example of some other things you will be encountering as part of discussions/reflections/or exercises in this course.

In the first discussion alone these are some of the things I am asking:

After watching the video, answer the following question: Is there any event in the video that you think will affect your life after college? If so, explain which one/s and how. If not, explain why you don't think any of the events will affect your life after college.

Task 4

Next, your task in this assignment is to apply the sociological imagination to your college choice. Identify the social forces (e.g. family, friends, school, and the media) that you believe had the most influence on your decision. How did they influence your decision? Write at least a paragraph where you think about not only the questions above but also the following questions:

Does going to college for you continue a trend in your family, or are you one of the first to go to college?
Did your high school set expectations for students to go to college or not?
What kind of work do you envision yourself doing when you finish school?
If you were not in college, what would you be doing?
Would you work in the same kind of jobs as other family members? Why or why not?

Task 5

After reading the blog post, "Sociological Imagination: College Enrollment in Context" and reflecting on this assignment, write a three to five sentence reaction to the post.

In the second discussion I am asking this:

Define, in your own words, and give an example of ethnocentrism (as defined on page 36 of the Henslin text) from your own experience as either a target or a perpetrator of it. Be sure to state which. **

Respond to at least two other classmates. One response must include a question and one response must include why you disagree with any or all of the points made in their assessment. Up to 10 points will be awarded for each response depending on the overall quality of the response.

In one of the upcoming exercises I am asking this:

X4. Role Conflict/Strain

Describe a time where you have experienced role conflict and/or role strain. What do you think would have helped in this situation?

These are just some examples and there are others as the semester progresses of course.

Again, it is never my goal to make a student feel uncomfortable but I would ask you to consider whether you are comfortable being in a course that asks you to incorporate the course materials in your own world and to share this with your classmates. Other courses may have a different style of teaching where you are not having to share in this manner.

To reiterate, if you are choosing to stay in this course, I am happy to discuss any accommodations with your counselor. Please let me know when I should make myself available to await your call.

Because this course takes a three credit hour course in only an eight week time frame, I am hoping we can talk sooner rather than later since this course moves incredibly quickly.

Thank you,
Dr. Filoteo

Janie Filoteo, PhD
Professor of Sociology
Lone Star College-Tomball
(281) 357-3683
Office: S204D

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Wednesday, January 20, 2016 6:00 AM
To: Filoteo, Janie
Cc: Hansen, Iris D
Subject: Michael Moates (Student)

Good Morning Dr. Filoteo,

My name is Michael Moates and I am one of your students in your Sociology: 1301: Principles of Sociology course. The section number is 3010. I wanted to set up a three-way conference call with you and with Iris Hansen who is the manager of disability services to go over my accommodations and how they will work in this class. I've had some issues with my accommodations since I've been here at Lone Star and I feel very comfortable working with Iris and you to put my accommodations in place and to make sure that they are both reasonable for you and me. I am expecting that this call would probably take around 30 minutes just to understand my accommodations and to also make sure that you feel like they are fair for your course.

I also wanted you to have some background on me. For most instructors they won't understand everything as much as I feel you will. I am currently working on my associates degree and after I finish I plan to go to Tarleton State University and pursue my Bachelors of Science in Psychology with a minor in criminal justice. My passion for psychology comes from my life experiences growing up I was diagnosed with ODD, Dysgraphia, and ADHD. As you can imagine these are all things that I've struggled with in my life. I want help people who grow up and have psychological disorders and use my life experiences to be able to help them. I still push myself every day to challenge myself and at the beginning of my college experience I didn't even use my disability services as an option before coming to lone star to try and see if I could do without it but it is something that I need and I want to continue to challenge myself.

One of the things I was going to ask you to consider is that I was looking at our assignment "The story of me" and I would like to do that and be completely honest but I don't want to share certain background of my life and I'm wondering if I can submit that to you directly without putting it where the other students can see it. The reason behind this is because as you can see above there a lot of things that I'm passionate about because of life experience but I don't necessarily want the other students knowing it.

I have attached a copy of my most recent updated accommodation sheet. If you wouldn't mind reviewing it before we set up a call and go over it I would really appreciate it. I really do appreciate your time and know that it's valuable.

Respectfully,

Michael Moates

Jan. 20th 1:24 pm – 2:02 pm

Phone conversation from Iris Hansen's cell phone (8155081011) due to an issue with the Meet Me conference call. Put on speaker phone so that we could communicate with Michael.

Iris communicated that she had been working with Michael due to her vast experience with working online. Michael felt like his concerns had not been heard and this was a way to ensure information was communicated to all parties involved.

Michael began the conversation by stating he didn't know where to start as he was accessing his notes and concerns. Iris stepped in to discuss that there were some questions he had about the syllabus. When Michael asked if she had already talked to be about the tests, she reiterated that she will never speak to anyone about his education with him being present.

The first question was concerning the test and whether the tests in the class are multiple choice. I advised Michael that they were all multiple choice and he seemed relieved as essays posed an issue.

He spoke of some issues in past classes with essays but since there are no essays in the course, this should not be a problem.

Another concern was the issue was mentioned in previous email. Iris discussed with Michael that sharing information and posting it had to do with filters. The example given was if someone asked in the grocery store what are you studying and why, he could answer I study psychology because I want to help people. If further explanation was needed, he could email that separately.

Michael asked if this was the only concern in my class and I stated that absolutely it was about what I laid out in the email.

I reiterated that in order to make this course meaningful I wanted to contextualize the course material and that to do this I often ask people about their own personal experiences. While I never want to make a student feel uncomfortable, I do want them to think of the role of sociology in their lives.

He stated this would not be a problem within the course because he will remember to think of it ask if someone asked him these questions in the grocery store.

I reiterated if the question asked about why he is doing something, as long as he answered this it would not be a problem. He would not be required to expand on anything he was not comfortable sharing publicly.

When he discussed about communication preference, Iris stepped in to say that she preferred when she was an online instructor to have everything in writing for accountability and that my preference may be to receive questions via email rather than via phone.

I echoed Iris's preference. I stated that I was not always on campus so that it is often faster for me to communicate via email rather than phone.

She also reminded Michael that his version of a quick response was not always faculty member's version of a quick response since we had multiple responsibilities.

There was a discussion about the type of issue that Michael has concerning writing and communicating. I reiterated that I would not take off points for the grammar.

There was some discussion too about definition of vocabulary. That if it says to give a definition, that he must give a definition.

I also stated that my goal was to give feedback as soon as possible and that in the feedback I would give information about what was lacking or what needed to be improved upon for the next round of assignments. I did advise that in an 8 week setting there is not as much time to do this since several assignments would be due at once.

I also advised that I drop the lowest grade in each category to help students improve over the semester.

The conversation came back to testing. I clarified whether these exams would be online or if they would need to be in the assessment center. Iris asked whether double-time would be an issue. I stated it would not.

Iris stated that respondus sometimes does not work with speech to text software and I said that I do not use respondus. He said that it shows I do. I told him if it does, it is in error because I do not use the software. Again, because the exams are multiple choice, he stated it would not be a problem.

Michael spoke with Iris about wanting to challenge himself. She reminded him that although he has it, it doesn't mean he has to use that time. He was comfortable with this.

Michael had a question about the gradebook. I advised that there was an announcement in the Important Course Announcements that addressed this. Because I drop the lowest in each category, it shows some as dropped even though nothing is due yet.

The other question was about locked discussions and I walked him through the process of how he could see what was open and when by accessing the discussion list.

After he was done with his questions, Iris asked if I had any questions. I did have a question about the frequent check-in calls. Because I stated I would use the gradebook and keep the gradebook up to date as possible he said this would not be necessary.

He wanted to know if he was doing bad in the class. I told him that he could always find out his grade by *adding up all his points awarded and advised him to see the syllabus.*

At the end, I reiterated that his exams would be online with double time but that he did not have to use the entire time. I stated I would not deduct points for grammar or spelling. And that there would be no need to use frequent check-in calls since if he had any questions he could email me.

From: Michael Moates
To: Hansen, Iris D; Thomas, Leslieann; LSC-VDAC
Subject: Request
Date: Friday, July 16, 2021 12:46:43 PM

Hello DS Team:

Given the fact that I know it is going to take some time to get my new request for accommodations in place... especially since I am still waiting to schedule a meeting to discuss them, I am wondering if we can put in the accommodations from 2016 in the interim.

I have concerns that if these accommodations are not in place I am going to be penalized on my exams... one of my professors is a stickler about looking off camera and I have to be able to use my bipap.

Any suggestions?

I have cc'ed Iris Hansen as she was my greatest advocate at LSC before and knows my situation.

Thank you all

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS – SHERMAN DIVISION

FILED

AUG 27 2021

Mr. Michael Moates

Case No.: 21-6417-362

Clerk, U.S. District Court
Eastern District of Texas

Plaintiff

v.

MOTION TO SET ASIDE JUDGEMENT

AND

DECLARE SETTLEMENT

AGREEMENT INVALID

Lone Star College System,

Dr. Hrisafia Bekiaris,

Dr. Jess Kelly,

Leslieann Thomas,

Dr. Christopher Allen, and

Alicia Guevara

Defendants

1. Plaintiff Michael Moates respectfully moves this court to set aside the judgement (dkt 5) and Stipulation of Dismissal (dkt 4) due to fraudulent misrepresentation on the part of the Defendants through their attorney Stephen Quezada.
 2. Counselor Quezada did not have the Plaintiffs consent to file the stipulation until after the Plaintiff received a copy of the Settlement Agreement signed by Lone Star College (See Exhibit A).
 3. Counselor Quezada despite not having the Plaintiffs consent filed the document on 17 August 2021 (dkt 4), despite the Plaintiff not consenting. (See Exhibit B).
 4. In fact, the Plaintiff did not receive the document until a day later.
 5. On 18 August 2021, both parties agreed to settle and signed a Settlement Agreement for the purposes of resolving the case. A separate Supplemental Agreement was to be signed after the completion of the final course – Nutrition.
- ISSUE ONE - COERCION**
6. The Plaintiff argues this contract was entered into under coercion.
 7. They refused to follow their own policies unless the Plaintiff signed their agreement. For example, on 29 July, 30 July, 7 August, and 8 August, (See Exhibit C) the Plaintiff requested in writing to be withdrawn from the Human

1 Anatomy and Physiology course pursuant to the Catalog¹. The Defendants never acted on the Plaintiffs request, and
 2 they intentionally waited until after the deadline so that the Plaintiff either signed the agreement or it would be a
 3 failure not a withdrawal. Furthermore, they denied the request to withdraw. (See Exhibit D).

4 8. In addition to the above, the Plaintiffs sought to benefit from the delay of withdrawal. As each week went by, the
 5 Plaintiff would get less money refunded to him for the withdrawal in accordance with the refund policy². That would
 6 mean the college would continue to make money.

7 9. An important note in this claim is, the Plaintiff never participated in this class. Therefore, in accordance with the
 8 Syllabus, "Students that have not attended an in-class meeting or participated in an online class prior to the official
 9 day of record will be dropped from the course without exception. Official day of record for this course is 7/19/21.,,
 10 (See Exhibit E) So the Plaintiff should have been automatically withdrawn anyways.

11 **ISSUE TWO – FRAUDULENT MISREPRESENTATION**

12 **STATUTES: Texas Government Code 21.002**

13 10. The Defendants started acting maliciously at the onset of this litigation. On 29 July 2021, the Plaintiff was
 14 emailed by the colleges Chief Operating Officer and a member of the General Counsels Team, Nancy Molina. In
 15 this email she says "My understanding is that you may have also mentioned filing a lawsuit against the College. If
 16 that is the case, I would be the person receiving service. My contact information is below: Nancy Molina Associate
 17 General Counsel 5000 Research Forest Drive The Woodlands, Texas 77381.,, (See Exhibit F).

18 11. In an effort to avoid service (and to put the Plaintiff in a time crunch), once they retained counsel, Mr. Quezada
 19 said "I was made aware that you attempted to serve Lone Star and the other defendants named in your lawsuit by
 20 certified mail addressed to Nancy Molina. Ms. Molina is not an agent designated or authorized to accept service on
 21 behalf of Lone Star College System or any individual or employee of Lone Star. Your attempted service is therefore
 22 not proper. I am not authorized to accept service on behalf of Lone Star or anyone else. If you choose to pursue your
 23 lawsuit, you should properly serve Lone Star and all others you named.,, (See Exhibit G).

24 12. Only after the Plaintiff said "Regarding your statement about Mrs. Molina receiving service. See the attached
 25 photo showing an email from Mrs. Molina stating that she can receive service. Surely you are not suggesting that
 26 Deputy Chief Operating Officer & Associate General Counsel for Lone Star College made a factual affirmative

27 ¹<https://www.lonestar.edu/catalog/#/policy/r1h8Xfied?bc=true&bcCurrent=Registration%20Procedures%20and%20Processes&bcItem=policies>

28 ² https://www.lonestar.edu/refunds.htm#Course_Withdraw

misrepresentation about her representation and right to receive service on behalf of the college because that would then involve things like seeking a sanction, filing a complaint with the bar association, and sharing this with the media. This would be a grave ethics and rules violation under the Texas Disciplinary Rules of Professional Conduct Rule 4.01 (a) which states "In the course of representing a client a lawyer shall not knowingly: (a) make a false statement of material fact or law to a third person;". I am confident with the email and recording of phone calls I have from Mrs. Molina that a judge will say the college was properly served and the Defendants were properly served in their capacity as employees of the college,, did he acknowledge the statement he made was false.

Attempting to avoid service in Texas is a crime under Texas Government Code 21.002.

13. Furthermore, he made a factual representation to this court on 10 August 2021, that Defendants Dr. Hrisafia Bekiaris, Leslieann Thomas, and Dr. Jess Kelly. (Dkt 1 – Main). This was uncategorically false. Nancy Molina accepted service for these individuals on 5 August 2021. (See Exhibit H).

14. The settlement agreement was contrary to what they offered via telephone and email. In the contract, they state they don't have to classify the withdrawal a certain way (Exhibit I) but it is clearly stated in emails that the withdrawal will be "for cause,, (Exhibit I) They further admit this by sending an email with a letter stating it was for cause.

ISSUE THREE – BREACH OF CONTRACT/FRAUDULENT MISREPRESENTATION

15. In the original settlement agreement, the college agreed, "Student shall execute the Confidential Supplemental Release Agreement, attached hereto as Exhibit A, no sooner than the completion or conclusion of Nutrition and no later than August 31, 2021,, (Exhibit I) But on 26 August 2021, Counselor Quezada stated "LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it,, (See Exhibit J).

16. Defendants have added a code/comment to the students record classifying his record as "See Administrator,, this also blocks his ability to request transcripts. (See Exhibit K) He must request permission to get is own record when it is policy to allow students to request records online.

ISSUE THREE – CONTRACT IS AMBIGIOUS – CONFUSING

17. First, the agreement states, "Student's dispute of or displeasure with the ultimate outcome of Nutrition, or any other course, shall not be considered a breach of this Agreement,, This is unclear, and ambiguous given statements

1 later made by the attorney. First, dispute/displeasure is not specific. It does not say what it means. Furthermore, it is
 2 unclear what rights the student has to dispute a grade or other form of discrimination. As far as the Plaintiff is
 3 concerned, this is not a waiver of any rights.

4 18. Second, the agreement states, "LSC shall also be under no obligation to code Student's withdrawal or cessation
 5 of attendance in any particular manner.,, But this is simply false and contradictory. A little farther down in the
 6 contract they say "In exchange for the promises herein, student shall withdraw from BIOL 2401 ("A&P,,). Student's
 7 withdrawal from the course shall be coded as a withdrawal "with good cause.,, As you can imagine, this is very
 8 confusing.

9 19. Furthermore, In the last paragraph of the same statement, it says "Student's agreement to not attend LSC in the
 10 future shall not be classified as a suspension or expulsion.,, This would mean they could not code it a certain way.
 11 Furthermore, they did code the withdrawal a certain way. They codified it as "See Administrator.,, On 25 August
 12 2021, the removed the hold briefly but shortly added it back.

13 20. They state - "Released Parties,, also includes all those named in the Lawsuit, Hrisafia Bekiaris, Jess Kelly,
 14 Leslieann Thomas, Christopher Allen, and Alicia Guevara, and all their respective heirs, successors, and assigns,
 15 personally and in their respective capacities at LSC,, but if Mrs. Molina cannot accept service for these individuals
 16 how can she enter said agreement on their behalf?

17 21. The agreement states "Such release includes, **but is not limited to**, the following,, but how can you agree to
 18 terms that are not defined? This is extremely ambiguous and is unclear.

19 22. It states "RENOUNCE any and all claims and causes of action, including all those asserted or
 20 which could have been asserted in the Lawsuit, whether legal, equitable, or administrative,, but this would be illegal
 21 for multiple reasons but mainly because the Constitution of the United States guarantees your right to petition the
 22 government and freedom of speech. Furthermore, it also requires due process.

23 23. The agreement states, "claims arising under federal, state or local laws or regulations regarding students or
 24 prohibiting discrimination or retaliation such as, without limitation, on
 25 the basis of disability or engaging in **protected activity**.,, Protected activity is not clear. The Plaintiff would interpret
 26 protected activity to mean any activity that is covered under the law. Including the right to file subsequent litigation,
 27 speak freely, petition the government, etc.

24. It further states, "all claims arising out of or in any way related to related to **Student's attendance or the conclusion of his attendance at LSC** and any alleged promises, oral or in writing, with Student made by LSC and/or the Released Parties,, but this is unenforceable as it relates to future events that had not happened. Furthermore, the Plaintiff has evidence to submit to the court showing he intended to keep his right to claims for the Nutrition course. Also, the statement would make the contract unenforceable by saying that the Plaintiff could not request any due process under a breach of this agreement.

25. It continues, "all claims for personal injury, harm, emotional distress or other damages (whether intentional or unintentional), including but not limited to all tort claims and claims for fraud, negligence, gross negligence, privacy, negligent misrepresentation, biometrics, misrepresentation, and defamation,, so what they are saying is they could physically harm the Plaintiff and he would have no recourse.

26. The Defendants wanted it to be unambiguous saying "release of claims in this Agreement to be as broad as is legally possible,, Their goal and intention was to take the disabled Plaintiff and make it so that he could not get the respective accommodations required by law. This was done with malicious.

27. It continues, "Student agrees not to disparage or make negative comments or statements (directly or indirectly), whether during or after his attendance concludes, regarding LSC or the Released Parties or to otherwise interfere with LSC's or the Released Parties' operations. Student further agrees both during or after his attendance concludes, not to solicit, encourage, advise, or assist others in bringing claims against LSC.,, This is unclear and not specific. Furthermore, it has been implied that if the Plaintiff talks to the elected-college Board of Trustees by public comment under the Open Meetings Act that he could be sued for breach. This is unclear and confusing mostly because this is not specific what is being waived. Speech, Due Process, Right to Petition, etc.? It is not understood and is confusing.

28. Under the confidentiality clause, the Defendants require the Plaintiff to get individuals approved to sign an agreement to confidentiality in order to discuss the facts of the case. However, the Plaintiff cannot force someone to sign a contract and by law has certain rights. For example, it says the student can only talk to his attorney if he gets the attorney to sign the confidentiality agreement, but the Plaintiff has the legal right to counsel and cannot force counsel to sign anything against their will. That would be coercion.

29. They also state that any court order or administrative process must be served to them. Again this would be illegal if the court required secrecy including a grand jury subpoena.

30. The Supplemental agreement states, "Knowing and Voluntary. Student agrees that he has thoroughly and carefully read this Supplemental Release Agreement in its entirety, had the opportunity to review this Supplemental Release Agreement with an attorney if he so chooses, had reasonable and adequate time to consider its terms, is informed and understands the meaning and effect of this Supplemental Release Agreement, and knowingly and voluntarily entering into this Supplemental Release Agreement, and without reliance of any representation made by LSC or Released Parties, except with regard to those promises made in this Supplemental Release Agreement., Here in lies the problem, they notified the Plaintiff on 26 August 2021 at 1:40 PM that he had 20 minutes to sign the agreement, or they were revoking it. This did not give the Plaintiff ample time to read the agreement nor was it reasonable to expect him to be available to sign it. Furthermore, in the original agreement they stated he had until 31 August 2021.

ISSUE FOUR – DEGRADING AND ABUSIVE COMMENTS/ACTIONS

31. On 24 August Counselor began his threats of litigation while the Plaintiff was engaging in good faith negotiations.

32. On 25 August 2021, the Plaintiff attempted to discuss that the comments made by the attorney were making him uncomfortable and causing his anxiety to rise. Her response was to say "Stephen Quezada represents the College in this matter,, and forward my email to him.

31. On 26 August 2021, Counselor Quezada engaged in personal degrading attacks against the Plaintiff stating, "Michael, You must be consulting with Rudy Giuliani or Sidney Powell., Referring of course to the conservative attorneys who have been in recent trouble. (Exhibit L)

ISSUE FIVE – DOCUMENTS NOT PROPERLY SERVED

32. To date, the Plaintiff has not agreed to receive documents via email. He has only agreed to communicate with the parties via email.

32. To date, the Stipulation of Dismissal (dkt 4) has not been properly served on the Plaintiff.

PRAYER FOR RELIEF

Whereas Plaintiff Moates relied on the attorneys to act in good faith;

Whereas Plaintiff Moates relied on the attorneys to be honest to him and the court;

Whereas Plaintiff Moates relied on the attorneys to follow court procedures;

Whereas Plaintiff Moates relied on the attorneys do not apply his signature without his consent;

1 Whereas Plaintiff Moates relied on Lone Star College to follow its policies;

2 Whereas Plaintiff Moates relied on Lone Star College and Attorneys to follow court procedure;

3 Whereas Plaintiff Moates relied on the attorneys to not bully, harass, or degrade him;

4 Whereas Plaintiff Moates expected to engage in good-faith negotiations;

5 Plaintiff Moates comes before the court:

6 **Requesting:**

7 1. An order to set aside judgement;

8 2. An order to consider the settlement agreement void;

9 3. An order allowing for the submission of a 2nd Amended complaint with additional facts, and new parties.

10 Respectfully Submitted,



11 /s/ Michael S. Moates

12 Michael Moates, Pro Se

13 Michaelsmoates@gmail.com

817-999-7534

2700 Colorado Boulevard #1526, Denton, TX 76210

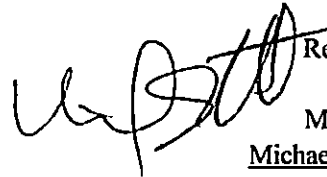
14 **CERTIFICATION OF SERVICE**

15 **PERSUANT TO RULE (5)(B)(1), THE ATTORNEY REPRESENTING HAS BEEN SERVED VIA EMAIL.**

16 **FURTHER, THE PLAINTIFF APPEARING PRO SE AT THIS TIME REQUESTS THAT THE CLERKS**

17 **OFFICE SEND IT VIA THE COURT'S ELECTRONIC-FILING SYSTEM.**

18 Respectfully Submitted,



19 /s/ Michael S. Moates

20 Michael Moates, Pro Se

21 Michaelsmoates@gmail.com

817-999-7534

2700 Colorado Boulevard #1526, Denton, TX 76210

From: Michael Moates
To: Bekiaris, Hrisafia
Cc: Thomas, Leslieann; Guevara, Alicia
Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021
Date: Thursday, July 22, 2021 2:28:27 PM

Hello all:

I just wanted to follow up I have 5 exams due at midnight with no way to take these exams due to my disability accomdations.

I am supposed to not have the Respondus enabled and I am supposed to go to an alternative testing site.

I have not been made aware of this site as of yet and I really need answers. I think its unreasonable to expect me to do 5 exams when it is 2:30 and I still don't have answers.

Especially, when every other student has had nearly two weeks.

The colleges want me to pay around \$40 per exam that would be nearly \$300 just for todays exams.

Please let me know what I am to do. I need answers ASAP.

I know as I stated not being Houston presents challenges but since LSC Online is offered, there has to be a soultion.

From: Michael Moates <MMOATES@my.lonestar.edu>
Sent: Thursday, July 22, 2021 11:21 AM
To: Bekiaris, Hrisafia <Hrisafia.Bekiaris@lonestar.edu>
Cc: Thomas, Leslieann <Leslieann.Thomas@lonestar.edu>
Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021

Because there is not an LSC campus here locally and because I am strictly an online student. The library was just something she had mentioned in passing. I think it was something she said a former student did.

I understand not living in Houston presents it's challenges but I'm sure there are students who attend LSC Online from around the country.

I imagine there has to be a something in place for this.

I can tell you for me this is new. I got a bachelors and masters online and I've never had

this kind of scrutiny before. I understand why... it just presents challenges for those with disabilities.

What would you like me to do?

Michael Moates, MA, QMHP-T, RBT, CPI
Doctor of Education Student, Fielding Graduate University

From: Bekiaris, Hrisafia <Hrisafia.Bekiaris@lonestar.edu>
Sent: Thursday, July 22, 2021 10:26 AM
To: Michael Moates <MMOATES@my.lonestar.edu>
Cc: Thomas, Leslieann <Leslieann.Thomas@lonestar.edu>
Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021

Hi Michael. Just curious why Mrs. Thomas suggested the library for you to take your exams instead of going to a LSC testing center? I am trying to make this work for you but having you in Fort Worth really makes this difficult.

Professor Bekiaris

From: Michael Moates <MMOATES@my.lonestar.edu>
Sent: Thursday, July 22, 2021 12:42 AM
To: Bekiaris, Hrisafia <Hrisafia.Bekiaris@lonestar.edu>
Cc: Thomas, Leslieann <Leslieann.Thomas@lonestar.edu>
Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021

Just a heads up, I went to the library today. Due to the restrictions on the computer, I am unable to download software. They do this I guess to protect against viruses.

So, I have two options... 1) Use my personal computer (I will still need access to BiPAP software) or 2) I can request an LSC computer.

Also, for the proctoring... who do I ask? They don't have a proctor...

From: Bekiaris, Hrisafia <Hrisafia.Bekiaris@lonestar.edu>
Sent: Wednesday, July 21, 2021 2:50 PM
To: Michael Moates <MMOATES@my.lonestar.edu>
Cc: Thomas, Leslieann <Leslieann.Thomas@lonestar.edu>
Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021

Hi Michael. You will need a password to access the exam and quizzes. You will still need to

access Lockdown Browser but since it will be a proctored exam, you will not be recorded.

Below are the passwords for the first exam and quizzes1-4:

Exam 1: exam1

Quiz 1: quiz1

Quiz 2: quiz2

Quiz 3: quiz3

Quiz 4: quiz4

I have set all those exams/quizzes to 2x the allotted time for you.

Professor Bekiaris

From: Michael Moates <MMOATES@my.lonestar.edu>

Sent: Wednesday, July 21, 2021 10:06 AM

To: Bekiaris, Hrisafia <Hrisafia.Bekiaris@lonestar.edu>; Thomas, Leslieann <Leslieann.Thomas@lonestar.edu>

Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021

They appear to be in groups. I have no problem going to the library to take those as well in batches (2-3 at a time). My only question is how I access them. As of now, it wouldn't let me access them without that download.

Thanks,
Michael

From: Bekiaris, Hrisafia <Hrisafia.Bekiaris@lonestar.edu>

Sent: Wednesday, July 21, 2021 1:03 AM

To: Michael Moates <MMOATES@my.lonestar.edu>; Thomas, Leslieann <Leslieann.Thomas@lonestar.edu>

Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021

Hi Michael. I suggest taking your exams in the library. However, the lab practical will still need to be accessed online since there is no physical lab for this class. Also, there are 12 quizzes during the semester. How do you plan to take those?

Professor Bekiaris

From: Michael Moates <MMOATES@my.lonestar.edu>

Sent: Tuesday, July 20, 2021 5:08 PM

To: Thomas, Leslieann <Leslieann.Thomas@lonestar.edu>; Bekiaris, Hrisafia <Hrisafia.Bekiaris@lonestar.edu>

Subject: Re: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021

Dr. Bekiaris,

Now that we have the letter from Leslie, I was hoping to discuss what the best alternative for exams is. Since I won't be using respondus. I know you will likely want me to be monitored. Leslie had mentioned two options going to the library or another university since I don't live near Houston.

I checked with the other universities, and I am looking at \$35.00 an exam. I don't know if this is something the university takes care of (Leslie?) or how that works. Both UNT and TWU require a fee for the proctor. The other option Leslie had mentioned is going to the library.

I am also willing to make an affirmative statement under oath in front of a notary if that makes you feel better as well.

Just let me know how you would like to proceed. I know I have exams coming up that are due.

Thanks,

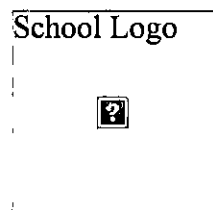
Michael Moates, MA, QMHP-T, RBT, CPI
Doctor of Education Student, Fielding Graduate University

From: LoneStar - Disability Services Office (DSO) <noreply@augusta.accessiblelearning.com> on behalf of Leslieann Thomas <Leslieann.Thomas@lonestar.edu>

Sent: Tuesday, July 20, 2021 4:15 PM

To: Michael Moates <MMOATES@my.lonestar.edu>

Subject: [DSO] Michael Moates - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310) - Notification of Academic Support Services Summer 2021



Summer 2021 - BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310)

Please be aware that Michael Moates has enrolled in BIOL 2401.6006 - HUMAN ANAT & PHYS I (CRN: 2310).

This letter is to confirm that the student above is registered with Disability Services. The student's disability-related information, including affiliation with our office, is considered protected information under FERPA and should not be shared with anyone unless there is an

educational need to know.

Disability Services has met with the student, reviewed the information provided, and determined these accommodation(s) to be reasonable and appropriate:

1. Alternative Testing

- ***Dictionary Use in Exam/Quizzes***

A standard English dictionary is required for exams and quizzes, except when specific vocabulary is being assessed.

- ***Extra Time 2.00x***

Extended time of double time required for in-person and online exams and other timed assignments (i.e. quizzes) with the option of going to the Testing Center when taking in-person exams. May not apply to take home exams or other multi-day assignments.

- ***Occasional Short Breaks During Testing***

Occasional short breaks may be needed during exams. Student is reminded to enter and leave rooms discreetly and without disruption to the class.

- ***Testing Center Use***

The student needs to test in the general room of the Assessment/Testing Center for in-person tests/exams. No extended time is granted.

2. Course Participation

- ***Medical Device/Equipment***

Student will have medical device/equipment (i.e. oxygen, insulin pump, etc.) with them during class and exams. These devices may occasionally make noise that the student cannot control and may have some technological aspects to function properly.

- ***No Spelling Reductions***

Do not reduce scores due to spelling errors, except when spelling of specific course-related vocabulary is essential to the course objectives (e.g., anatomical terms in an A&P Biology course). In such cases, spelling leniency should still be granted for non-course related vocabulary.

Lone Star College is committed to providing equitable access to all programs and courses for students with disabilities. Your prompt response and implementation of the accommodations above will ensure that Lone Star College is following LSC policies, LSC Cultural Beliefs, and all required Federal Regulations.

Regarding testing accommodations, we suggest all details (e.g., exam length, start times, format changes, locations) be decided as early as possible, as campus testing centers have scheduling deadlines for most accommodation related testing needs.

Please contact Disability Services if you have any questions or concerns regarding the implementation or appropriateness of an accommodation in your course. Please visit our website for a list of campus contacts: <https://www.lonestar.edu/accessibility-services-resources.htm>

To view this notification in the Faculty Portal, log-in at:

<https://augusta.accessiblelearning.com/lonestar/instructor>

Leslie Thomas
Disability Services Manager
Lone Star College – University Park
281.290.3738 (v)
Leslieann.Thomas@LoneStar.edu

Reference Code: 1

Stephen Quezada

From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 3:44 PM
To: Stephen Quezada
Cc: Head, Steve; Office of the Chancellor; Molina, Nancy; Castillo, Mario
Subject: [EXTERNAL] Facebook
Attachments: Screen Shot 2021-08-26 at 3.42.55 PM.png

I'm sure Facebook will get a chuckle out of this. Posted on LSC page.

--

Michael Moates, RBT, CPI

*Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
State of Texas Commissioned Notary Public
(817) 999-7534 | mmoates@email.fielding.edu*

"Yesterday is not ours to recover but tomorrow is ours to win or lose." - President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

Stephen Quezada

From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:
Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada <squezada@grayreed.com>

Sent: Thursday, August 26, 2021 12:56 PM

To: Michael <michaelsmoates@gmail.com>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary, knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada

Counsel

Tel 713.986.7215<callto:713.986.7215> | Fax 713.730.5985<callto:713.730.5985> |
squezada@grayreed.com<mailto:squezada@grayreed.com>
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
[grayreed.com](https://www.grayreed.com/)<<https://www.grayreed.com/>> | Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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Texas Board of Legal Specialization

[cid:image001.jpg@01D79A7A.BC5DCAF0]

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this communication by anyone other than the named recipient(s) is strictly prohibited.

From: Michael <michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>

Sent: Thursday, August 26, 2021 12:20 PM

To: Stephen Quezada <squezada@grayreed.com<mailto:squezada@grayreed.com>>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu<mailto:nancy.m.molina@lonestar.edu>>; Office of the Chancellor <Chancellor@lonestar.edu<mailto:Chancellor@lonestar.edu>>; Head, Steve

<steve.head@lonestar.edu<mailto:steve.head@lonestar.edu>>; Castillo, Mario

<Mario.K.Castillo@lonestar.edu<mailto:Mario.K.Castillo@lonestar.edu>>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<mailto:squezada@grayreed.com>> wrote:

Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel

Tel 713.986.7215<callto:713.986.7215> | Fax 713.730.5985<callto:713.730.5985> |

squezada@grayreed.com<<mailto:squezada@grayreed.com>>

1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

grayreed.com<<http://grayreed.com>><<https://www.grayreed.com/>><[>>](https://www.grayreed.com) | Connect with me on LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>><<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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From: Michael <michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 11:56 AM

To: Stephen Quezada <squezada@grayreed.com><<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu><<mailto:nancy.m.molina@lonestar.edu>>>

Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:
michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>

to:michaelsmoates@gmail.com>>

<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>><<https://www.lonestar.edu/UP-Division2.htm>>>

[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

--

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University

Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

State of Texas Commissioned Notary Public

(817) 999-7534 |

mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>><<mailto:mmoates@email.fielding.edu><<mailto:mmoates@email.fielding.edu>>>

"Yesterday is not ours to recover but tomorrow is ours to win or lose." - President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

--

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Stephen Quezada

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:37 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Nutrition Final Grade

If you have a problem with the language, put your previous statement in the agreement "I can confirm the B grade is final and will not change.

Michael Moates, MA, QMHP-T, RBT, CPI
Doctor of Education Student | Fielding Graduate University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
State of Texas Commissioned Notary Public
(817) 999-7534 | mmoates@email.fielding.edu

LG TQ Safe Zone
ACADEMIC Freedom Advocate

On Aug 26, 2021, at 1:06 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

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Stephen

From: Stephen Quezada <squezada@grayreed.com>
Sent: Thursday, August 26, 2021 12:56 PM
To: Michael <michaelsmoates@gmail.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

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I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada

Counsel

Tel 713.986.7215<callto:713.986.7215> | Fax 713.730.5985<callto:713.730.5985>

| squezada@grayreed.com<mailto:squezada@grayreed.com>

1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

grayreed.com<<https://www.grayreed.com/>> | Connect with me on LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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[cid:image001.jpg@01D79A7A.BC5DCAF0]

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From: Michael <michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>

Sent: Thursday, August 26, 2021 12:20 PM

To: Stephen Quezada <squezada@grayreed.com<mailto:squezada@grayreed.com>>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu<mailto:nancy.m.molina@lonestar.edu>>; Office of the Chancellor <Chancellor@lonestar.edu<mailto:Chancellor@lonestar.edu>>; Head, Steve

<steve.head@lonestar.edu<mailto:steve.head@lonestar.edu>>; Castillo, Mario

<Mario.K.Castillo@lonestar.edu<mailto:Mario.K.Castillo@lonestar.edu>>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

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That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax 713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
squezada@grayreed.com<<mailto:squezada@grayreed.com>>
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
grayreed.com<<http://grayreed.com>><<https://www.grayreed.com/><https://www.grayreed.com>> | Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a><<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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Sent: Thursday, August 26, 2021 11:56 AM
To: Stephen Quezada <squezada@grayreed.com<<mailto:squezada@grayreed.com>>>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>
Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess
<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>>
Date: Thu, Aug 26, 2021 at 11:43 AM
Subject: Nutrition Final Grade
To:
michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>>>
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>

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[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

--

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University

Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

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(817) 999-7534 |

mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>><<mailto:mmoates@email.fielding.edu>><<mailto:mmoates@email.fielding.edu>>

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<winmail.dat>

Stephen Quezada

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:48 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University
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On Aug 26, 2021, at 1:44 PM, Michael Moates <michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University
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Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada
Counsel
Tel [713.986.7215](tel:713.986.7215) | Fax [713.730.5985](tel:713.730.5985) | squezada@grayreed.com
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Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada <squezada@grayreed.com>
Sent: Thursday, August 26, 2021 12:56 PM
To: Michael <michaelsmoates@gmail.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary, knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course

outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada

Counsel

Tel 713.986.7215<callto:713.986.7215> | Fax

713.730.5985<callto:713.730.5985> |

squezada@grayreed.com<<mailto:squezada@grayreed.com>>

1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

[grayreed.com](http://www.grayreed.com)<<https://www.grayreed.com/>> | Connect with me on

LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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[cid:image001.jpg@01D79A7A.BC5DCAF0]

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From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 12:20 PM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>;

Office of the Chancellor

<Chancellor@lonestar.edu<<mailto:Chancellor@lonestar.edu>>>; Head, Steve

<steve.head@lonestar.edu<<mailto:steve.head@lonestar.edu>>>; Castillo, Mario

<Mario.K.Castillo@lonestar.edu<<mailto:Mario.K.Castillo@lonestar.edu>>>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
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Stephen

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From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 11:56 AM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>

Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>>

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

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[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

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Stephen Quezada

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Sent: Thursday, August 26, 2021 1:51 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I can literally show in emails that you have made false misrepresentations to me and I fully intend on filing a bar complaint against you and Mrs. Molina.

Then I intend to share with the press how the bar is investigating Lonestar colleges COO and member of the general counsel team for factual misrepresentation.

Sent from my iPhone

Michael Moates, RBT, CPI

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Stephen Quezada

Counsel

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Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

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You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary, knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada
Counsel

Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax

713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |

squezada@grayreed.com<<mailto:squezada@grayreed.com>>

1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

[grayreed.com](https://www.grayreed.com/)<<https://www.grayreed.com/>> | Connect with me on

LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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Texas Board of Legal Specialization

[cid:image001.jpg@01D79A7A.BC5DCAF0]

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From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 12:20 PM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>;

Office of the Chancellor

<Chancellor@lonestar.edu<<mailto:Chancellor@lonestar.edu>>>; Head, Steve

<steve.head@lonestar.edu<<mailto:steve.head@lonestar.edu>>>; Castillo, Mario

<Mario.K.Castillo@lonestar.edu<<mailto:Mario.K.Castillo@lonestar.edu>>>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first

agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
squezada@grayreed.com<<mailto:squezada@grayreed.com>>
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
grayreed.com<<http://grayreed.com>><<https://www.grayreed.com/><<https://www.grayreed.com/>>> | Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>
[59b5274a](https://www.linkedin.com/in/stephen-quezada-59b5274a)<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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From: Michael
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>
Sent: Thursday, August 26, 2021 11:56 AM
To: Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>
Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess
<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>
Date: Thu, Aug 26, 2021 at 11:43 AM
Subject: Nutrition Final Grade
To:
michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>>>
michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.
Dean of Instruction – Math and Sciences
Lone Star College – University Park
281-655-3789

Achiever | Learner | Positivity | Developer | Belief
<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>><<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>>
[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.

BD4F6D00]

--

Michael Moates, RBT, CPI
Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
State of Texas Commissioned Notary Public
(817) 999-7534 |
mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>><<mailto:mmoates@email.fielding.edu>>>

"Yesterday is not ours to recover but tomorrow is ours to win or lose." -
President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

Stephen Quezada

From: Stephen Quezada
Sent: Thursday, August 26, 2021 1:52 PM
To: Michael Moates
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:48 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:44 PM, Michael Moates <michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to

you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
State of Texas Commissioned Notary Public
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"Yesterday is not ours to recover but tomorrow is ours to win or lose." - President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:39 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada
Counsel

Tel 713.986.7215 | Fax 713.730.5985 | squezada@grayreed.com
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
grayreed.com | [Connect with me on LinkedIn](#)

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From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada <squezada@grayreed.com>

Sent: Thursday, August 26, 2021 12:56 PM

To: Michael <michaelsmoates@gmail.com>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary,

knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

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Texas Board of Legal Specialization

[cid:image001.jpg@01D79A7A.BC5DCAF0]

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Sent: Thursday, August 26, 2021 12:20 PM
To: Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>;
Office of the Chancellor
<Chancellor@lonestar.edu<<mailto:Chancellor@lonestar.edu>>>; Head, Steve
<steve.head@lonestar.edu<<mailto:steve.head@lonestar.edu>>>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu<<mailto:Mario.K.Castillo@lonestar.edu>>>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

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squezada@grayreed.com<<mailto:squezada@grayreed.com>>

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grayreed.com<<http://grayreed.com>><<https://www.grayreed.com/><<https://www.grayreed.com/>>> | Connect with me on

LinkedIn<[https://www.linkedin.com/in/stephen-quezada-](https://www.linkedin.com/in/stephen-quezada-59b5274a)

[59b5274a](https://www.linkedin.com/in/stephen-quezada-59b5274a)<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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Sent: Thursday, August 26, 2021 11:56 AM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>

Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>>

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>><<https://www.lonestar.edu/UP-Division2.htm>><<https://www.lonestar.edu/UP-Division2.htm>>>

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>>

[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

--

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

State of Texas Commissioned Notary Public

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President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

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From: Stephen Quezada
Sent: Thursday, August 26, 2021 1:53 PM
To: Michael Moates
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Go for it:

https://www.texasbar.com/Content/NavigationMenu/ForThePublic/ProblemwithanAttorney/GrievanceEthicsInfo1/File_a_Grievance.htm

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:51 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I can literally show in emails that you have made false misrepresentations to me and I fully intend on filing a bar complaint against you and Mrs. Molina.

Then I intend to share with the press how the bar is investigating Lonestar colleges COO and member of the general counsel team for factual misrepresentation.

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
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You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to

you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

Michael Moates, RBT, CPI

*Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
State of Texas Commissioned Notary Public
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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:39 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada
Counsel

Tel [713.986.7215](tel:713.986.7215) | Fax [713.730.5985](tel:713.730.5985) | squezada@grayreed.com
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
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Texas Board of Legal Specialization



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From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada <squezada@grayreed.com>

Sent: Thursday, August 26, 2021 12:56 PM

To: Michael <michaelsmoates@gmail.com>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary,

knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

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LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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[cid:image001.jpg@01D79A7A.BC5DCAF0]

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Office of the Chancellor
<Chancellor@lonestar.edu<<mailto:Chancellor@lonestar.edu>>>; Head, Steve
<steve.head@lonestar.edu<<mailto:steve.head@lonestar.edu>>>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu<<mailto:Mario.K.Castillo@lonestar.edu>>>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel

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[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 11:56 AM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>

Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>><<https://www.lonestar.edu/UP-Division2.htm>>

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[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

--

Michael Moates, RBT, CPI

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President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

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Stephen Quezada

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:54 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

K. Good luck. For the record, I am reserving all rights including the date until the 31st to sign

Sent from my iPhone

Michael Moates, RBT, CPI

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On Aug 26, 2021, at 1:52 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:48 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

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I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

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I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

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I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

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I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

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Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

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This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

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Thanks,

Stephen

Stephen Quezada

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contact the sender immediately. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication by anyone other than the named recipient(s) is strictly prohibited.

From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 11:56 AM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>

Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

[https://www.lonestar.edu/UP-](https://www.lonestar.edu/UP-Division2.htm)

[Division2.htm](https://www.lonestar.edu/UP-Division2.htm)<[\[Division2.htm\]\(https://www.lonestar.edu/UP-Division2.htm\)<\[\\[Division2.htm\\]\\(https://www.lonestar.edu/UP-Division2.htm\\)<<https://www.lonestar.edu/UP-Division2.htm>>>\]\(https://www.lonestar.edu/UP-</p></div><div data-bbox=\)](https://www.lonestar.edu/UP-</p></div><div data-bbox=)

[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

--

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University

Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

State of Texas Commissioned Notary Public

(817) 999-7534 |

mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>><<mailto:mmoates@email.fielding.edu><<mailto:mmoates@email.fielding.edu>>>

"Yesterday is not ours to recover but tomorrow is ours to win or lose." - President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

--

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years and many triumphs, they proved to me they not the same"***

Stephen Quezada

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 2:07 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

To be clear that is not what I said. ☐☐☐

I said that I was willing to sign but you were going to acknowledge that saying this is the final grade is material to me and is the reason I am signing away future claims.

Since you are continuing to make false statements I am happy to send you a screenshot so that you can actually see what I said just in case your mind can't figure out how to find it.

Sent from my iPhone

Michael Moates, RBT, CPI

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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 2:02 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have already told us that you will not sign. I take you at your word.

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:54 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

K. Good luck. For the record, I am reserving all rights including the date until the 31st to sign

Sent from my iPhone

Michael Moates, RBT, CPI

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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:52 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 1:48 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University
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President Lyndon B. Johnson***

**"When I was a baby child, good and bad was just a game, many years and
many triumphs, they proved to me they not the same"**

On Aug 26, 2021, at 1:44 PM, Michael Moates
<michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I
do not have my laptop and I'm not exiting my training for this.
Note that after the 2 PM deadline has passed I consider to you to
be in breach of contract and I will act accordingly unless you recall
your previous statement.

I will refile in court this evening. I will begin filing complaints
with the administrative agencies, request the public information,
speak to the board, and communicate any information I want to the
media.

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty
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many years and many triumphs, they proved to me they not
the same"**

On Aug 26, 2021, at 1:39 PM, Stephen Quezada
<squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada
Counsel
Tel [713.986.7215](tel:713.986.7215) | Fax [713.730.5985](tel:713.730.5985) |
squezada@grayreed.com
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
grayreed.com | [Connect with me on LinkedIn](#)

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Texas Board of Legal Specialization



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From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>;

Office of the Chancellor <Chancellor@lonestar.edu>;
Head, Steve <steve.head@lonestar.edu>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me.

How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada
<squezada@grayreed.com>
Sent: Thursday, August 26, 2021 12:56 PM
To: Michael <michaelsmoates@gmail.com>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu>; Office of the
Chancellor <Chancellor@lonestar.edu>; Head,
Steve <steve.head@lonestar.edu>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu>
Subject: RE: [EXTERNAL] Fwd: Nutrition Final
Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material

to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material to you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary, knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada
Counsel

Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
squezada@grayreed.com<<mailto:squezada@grayreed.com>>

ed.com>

1300 Post Oak Blvd., Suite 2000 | Houston, TX
77056

[grayreed.com<https://www.grayreed.com/>](https://www.grayreed.com/) |

Connect with me on

LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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Texas Board of Legal Specialization

[cid:image001.jpg@01D79A7A.BC5DCAF0]

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From: Michael

<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>

Sent: Thursday, August 26, 2021 12:20 PM

To: Stephen Quezada

<squezada@grayreed.com<mailto:squezada@grayreed.com>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<mailto:nancy.m.molina@lonestar.edu>>; Office of the Chancellor
<Chancellor@lonestar.edu<mailto:Chancellor@lonestar.edu>>; Head, Steve

<steve.head@lonestar.edu<mailto:steve.head@lonestar.edu>>; Castillo, Mario

<Mario.K.Castillo@lonestar.edu<mailto:Mario.K.Castillo@lonestar.edu>>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this

process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
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Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a><<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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Texas Board of Legal Specialization
[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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Sent: Thursday, August 26, 2021 11:56 AM
To: Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>
Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess
<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>>>>
Date: Thu, Aug 26, 2021 at 11:43 AM
Subject: Nutrition Final Grade
To:

michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com>>>
<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com>>>
<mailto:michaelsmoates@gmail.com>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

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--

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate

University

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| Liberty University

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[mail.fielding.edu](mailto:mmoates@email.fielding.edu)><mailto:mmoates@email.fieldin

[g.edu](mailto:mmoates@email.fielding.edu)<mailto:mmoates@email.fielding.edu>>

"Yesterday is not ours to recover but tomorrow is ours to win or lose." - President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

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Stephen Quezada

From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 3:36 PM
To: Stephen Quezada
Cc: Head, Steve; Office of the Chancellor; Castillo, Mario; Molina, Nancy
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

You're right... so I don't know why you continue to act like such a fool and make remarks like that. It's not productive, it's disrespectful and I wonder what the board will say when they understand that Chancellor Head, Mr. Castillo, and Mrs. Molina forced me to continue chatting with you despite my request not to because you make me uncomfortable.

When I show the board the kind of statements that the General Counsel has authorized you to make on the behalf of Lone Star College.

When I show the court what kind of statements you are making...

So unprofessional. I bring claims you breaking snarky inappropriate remarks.

You make me feel uncomfortable, cause my anxiety to sky rocket, and you bully me.

I can't believe the college would authorize this.

On Thu, Aug 26, 2021 at 3:32 PM Stephen Quezada <squezada@grayreed.com> wrote:

OK. Like I said before, we are done. There is no sense in engaging this way anymore. It is not productive, and I will not be responding to your taunts. Have a good evening, Michael.

From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 3:28 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Head, Steve <steve.head@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>; Molina, Nancy <nancy.m.molina@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Lol you just attached my email where I said you had my signature pending - when I got the final signature from Steve Head.

Please keep going your comments will make a great release to the media plus they give me a laugh.

On Thu, Aug 26, 2021 at 3:22 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You must be consulting with Rudy Giuliani or Sidney Powell.

From: Michael <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 3:11 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I would be surprised if you didn't know this... but did you know making a false misrepresentation to a federal court is against the law? I said you could file my dismissal once I had a copy of the executed document. You filed it before without my consent.

Talk about signing my name without my consent. It's a crime. Forgery.

Gotta love attorney consultations.

On Thu, Aug 26, 2021 at 2:06 PM Michael Moates <michaelsmoates@gmail.com> wrote:

To be clear that is not what I said. ☐☐☐

I said that I was willing to sign but you were going to acknowledge that saying this is the final grade is material to me and is the reason I am signing away future claims.

Since you are continuing to make false statements I am happy to send you a screenshot so that you can actually see what I said just in case your mind can't figure out how to find it.

Sent from my iPhone

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University

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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 2:02 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have already told us that you will not sign. I take you at your word.

From: Michael Moates <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 1:54 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

K. Good luck. For the record, I am reserving all rights including the date until the 31st to sign

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University

Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

State of Texas Commissioned Notary Public

(817) 999-7534 | mmoates@email.fielding.edu

"Yesterday is not ours to recover but tomorrow is ours to win or lose." - President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:52 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 1:48 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo,

Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

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On Aug 26, 2021, at 1:44 PM, Michael Moates
<michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

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On Aug 26, 2021, at 1:39 PM, Stephen Quezada
<squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada

Counsel

Tel 713.986.7215 | Fax 713.730.5985 |

squezada@grayreed.com

1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

grayreed.com | Connect with me on LinkedIn

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Texas Board of Legal Specialization***

clear as written and is an agreement that reflects a voluntary, knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
squezada@grayreed.com<<mailto:squezada@grayreed.com>>
1300 Post Oak Blvd., Suite 2000 | Houston, TX
77056
[grayreed.com](https://www.grayreed.com/)<<https://www.grayreed.com/>> |
Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen->

quezada-59b5274a>

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Texas Board of Legal Specialization
[cid:image001.jpg@01D79A7A.BC5DCAF0]
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copying, distribution or the taking of any action
concerning the contents of
this communication by anyone other than the
named recipient(s) is strictly prohibited.

From: Michael
<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>
Sent: Thursday, August 26, 2021 12:20 PM
To: Stephen Quezada
<squezada@grayreed.com<mailto:squezada@grayreed.com>>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<mailto:nancy.m.molina@lonestar.edu>>; Office of the
Chancellor
<Chancellor@lonestar.edu<mailto:Chancellor@lonestar.edu>>; Head, Steve
<steve.head@lonestar.edu<mailto:steve.head@lonestar.edu>>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu<mailto:Mario.K.Castillo@lonestar.edu>>
Subject: Re: [EXTERNAL] Fwd: Nutrition
Final Grade

With respect,

In your agreement previously you said what
was material in number 9 of the first agreement.
If you want my signature you accept that "the
E-Mail from Dean Jess Kelly on 26 August
2021, regarding the final grade is a material fact
in the signature of this agreement." If not, we
start this process over. Dr. Kelly is an employee
of LSC and he has made a material statement.
That will be included if you want my signature.
If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
squezada@grayreed.com<<mailto:squezada@grayreed.com>>
1300 Post Oak Blvd., Suite 2000 | Houston, TX
77056
grayreed.com<<http://grayreed.com>><<https://www>

w.grayreed.com/<<https://www.grayreed.com/>>>
| Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a><<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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Texas Board of Legal Specialization
[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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From: Michael
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>
Sent: Thursday, August 26, 2021 11:56 AM
To: Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>
Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess
<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>
Date: Thu, Aug 26, 2021 at 11:43 AM
Subject: Nutrition Final Grade
To:
michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>

mail.com<mailto:michaelsmoates@gmail.com>
>
<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.
Dean of Instruction – Math and Sciences
Lone Star College – University Park
281-655-3789
Achiever | Learner | Positivity | Developer | Belief
<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>>
[cid:image001.jpg@01D79A71.BD4F6D00]
[cid:image002.jpg@01D79A71.BD4F6D00]

--
Michael Moates, RBT, CPI
Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
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Stephen Quezada

From: Molina, Nancy <Nancy.M.Molina@lonestar.edu>
Sent: Thursday, August 26, 2021 3:43 PM
To: Stephen Quezada
Subject: [EXTERNAL] Fwd: FYI

Regards,
Nancy

Begin forwarded message:

From: Michael <michaelsmoates@gmail.com>
Date: August 26, 2021 at 3:41:06 PM CDT
To: "Molina, Nancy" <Nancy.M.Molina@lonestar.edu>, "Head, Steve" <Steve.Head@lonestar.edu>, Office of the Chancellor <Chancellor@lonestar.edu>, "Castillo, Mario" <Mario.K.Castillo@lonestar.edu>
Subject: FYI

CAUTION: This email originated from outside of Lone Star College. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Suggestion - You should consider making a statement that you are not targeting conservative students given his last statement.

I will be contacting the attorney general's office in a few minutes.

Also, given your last free speech issue with conservative students this is not a good look.

--

Michael Moates, RBT, CPI

*Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
State of Texas Commissioned Notary Public
(817) 999-7534 | nmoates@email.fielding.edu*

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they proved to me they not the same"***